BRUHAT BANGALORE MAHANAGARA PALIKE

Request for Proposal (RFP)

Proposal for "Disposal of festival waste during Deepavali Festival 2023, in Ward No 119"

TheExecutiveEngineer,
Chickpet division
Bruhat Bangalore Mahanagara palike

Telephone: 080-
Email- eeckpbbmp@yahoo.com

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BRUHATH BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer, Chickpet Division 8th Main, 2nd block Jayanagar, Kanakanapalya, Bangalore–560011 Ph: 08026570088

Email.eeckpbbmp@yahoo.com

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Tender Notification NO.EE/CKP/E-PROC/08/2023-24 Date: 30-10-2023

Tender Notification

Bruhat Bangalore Mahanagara Palike invites short term request proposal for Disposal of festival waste during Deepavali Festival 2023, in Ward No 119

Following are the Events of Bid process:

1.	Date of Commencement of Download of Document from eProcurement website http://eproc.karnataka.gov.in	:	From 31/10/2023
2.	Last Date and Time for uploading Online Queries in eProcurement.	:	04/11/2023 2:00 PM
3.	Date and Time of Pre-bid Meeting	:	04/11/2023 at 3:00 PM at the following venue: Office of the Chief Engineer (South) 9th Cross, Kanakanapalya Jayanagara 2nd Block, Jayanagara
4.	Last Date and Time for uploading of RFP in eProcurement portal.	:	• 07/11/2023 4:00 PM
5.	Date and Time of Online Opening of RFP	:	• 8/11/2023 4:30 PM
6.	Place of Opening of Applications	:	Online at eProcurement portal
7.	Address for Communication	:	Office of the Executive Engineer Chikkapet Division, 8th Main, Kanakanapalya Jayanagara 2nd Block, Jayanagara

1. Tender documents may be downloaded from the website http://eproc.karnataka.gov.in
2. Other details can be seen in the tender documents.

Executive Engineer
Chikkapet Division
Bruhat Bangalore
Mahanagara Palike

Copy To:
1. Hon'ble Administrator BBMP for kind information
2. Hon'ble Chief Commissioner, BBMP for kind information.
3. The Zonal Commissioner south, BBMP for kind information.
4. The Zonal Joint Commissioner south, BBMP for kind information.
5. The Chief Engineer south zone, BBMP for kind information.
6. Public Relation Officer BBMP for information and to publish the paper notification in the leading newspaper of English language and in one regional paper in Kannada.
7. Office copy.

SECTION1. LETTER OF INVITATION

Dear Sir,

BBMP is desirous of obtaining services for "**Disposal of festival waste during Deepavali Festival 2023, in Ward No 119"**

The BBMP intends to procure the services of a Contracting firm having similar experience to undertake the assignment. Specifically the following works are intended to be carried out on this Project:

- Disposal of festival waste during Deepavali Festival coming under the Jurisdiction of BBMP
- Study the local conditions and take them into account in preparing their Proposals.
- To obtain first-hand information on the task of Disposal of festival waste and on the local conditions.

More details on the Services are provided in the attached Terms of Reference.

1. The RFP can be purchased/Downloaded by all the eligible firms:
2. No joint ventures or associations are allowed:
3. The Service Provider will be selected under **Least cost Basis Procedures** prescribed in this RFP
4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Service Providers
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

SECTION -2
INFORMATION TO AGENCIES (ITA)

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will enlist the eligible firm to be included in the empanel in accordance with the method of selection indicated in the Data Sheet.

1.2 The Agencies are invited to submit a "**Disposal of festival waste during Deepavali Festival 2023, in Ward No 119**" Technical Proposal and a Financial Proposal though e-Procurement portal, as specified in the Data Sheet (the Proposal) for Disposal of festival waste required for the task named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Agencies. Expected Number of Agencies to be empanelled is around 15(may vary according to the quantum of work at the time of finalization and is solely under the discretionary power of the Client).

1.3 The Task shall be carried out and implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Agencies under each phase must be to the clients satisfaction before assigned task begins on the next phase.

1.4 The Agencies must familiarize themselves with the nature of task of Disposal of festival waste coming under the Ward No 119 and study the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the task of Disposal of festival waste and on the local conditions. To attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Agency representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Agencies should ensure that these officials are advised of the study in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Agencies in obtaining Permissions from the competitive authorities needed to carry out the task and make available relevant information and records if found necessary.

1.6 Please note that;

(a) the costs of preparing and arranging to carry out the

proposals and of negotiating of the contract, including a visit to the Client, are not reimbursable as a direct cost of the task; and

(b) the Client is not bound to accept any of the Proposals submitted contrary to prescribed task.

1.7 Bruhat Bengaluru Mahanagra Palike (BBMP) expects Agencies to provide professional, objective, and impartial services with ethics and integrity at all times holding the Client's interests paramount and strictly avoid conflicts with other tasks. Agencies shall not be hired for any task that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the task in the best interest of the Client.

1.8 It is BBMP's policy to require that Agencies observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution ; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection processor the execution of a contract to the detriment of BBMP, and includes collusive practices among Agencies (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a Agency ineligible, either indefinitely or for a stated period of time, to be awarded BBMP-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing

for, or in executing, a BBMP-financed contract ;and

(d) will have the right to require that, BBMP to inspect Agency's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BBMP.

1.9 Agencies shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BBMP/GoK/GOI in accordance with the above sub Para 1.8(c).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 "Bidder from a country which shares a land border with India" for the purposes of this Order means:- (a) An entity incorporated, established or registered in such a country; or (b) A subsidiary of an entity incorporated, established or registered in such a country; or (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or (d) An entity whose beneficial owner is situated in such a country; or (e) An Indian (or other) agent of such an entity; or (f) A natural person who is a citizen of such a country; or (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

1.12 The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation.

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of

the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

1.13 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.14 A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

2.CLARIFICATION AND AMENDMENT OF RFPDOCUMENTS

2.1 Agencies may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent e-Procurement portal, GoK. The Client will respond by e-Procurement portal, GoK (including an explanation of the query but without identifying the source of inquiry) to all invited Agencies who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify

the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Agencies and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OFPROPOSAL

3.1 Agencies are requested to submit a Proposal (Para: 1.2) written in the language(s) specified in the Data Sheet.

Disposal of festival waste during Deepavali Festival 2023, in Ward No 119.

3.2 In preparing the Proposals for Disposal of festival waste during Deepavali Festival 2023, in Ward No 119 Agencies are expected to examine the documents comprising this RFP in detail. ***Material deficiencies in providing the information requested may result in rejection of a Proposal.***

Financial Proposal

3.3 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the task, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the task. If appropriate, these costs should be broken down by activity.

3.4 Agencies shall express the price of their services in Indian Rupees.

3.5 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Agency is expected to keep available the key professional staff proposed for the task. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Agency who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OFPROPOSALS

4.1 The proposal shall be submitted through e-Procurement portal (Both Technical and Financial). Financial proposal should not be uploaded in the form of scanned copy. That should be entered separately in the facility provided in e-Procurement portal under that indent.

4.2 The completed Disposal of festival waste during Deepavali and Financial Proposal must be uploaded to e-procurement portal on or before the time and date stated in the Data Sheet.

4.3 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.4 An authorized representative of the Service Provider initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.5 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

4.6 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

4.7 The last date and time including hours, minutes and seconds for submission will be mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.8 After the deadline for submission of proposals, the Technical Proposal shall be opened by the tender inviting authority and evaluation will be done by evaluation committee. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders only will be opened in presence of the bidders who choose to attend.

5. PROPOSALEVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Agencies wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Agency to influence the Client in the Client's proposal

evaluation, proposal comparison or contract award decisions may result in the rejection of the Agency's proposal.

5.2 Evaluators of Disposal of festival waste during Deepavali Proposals shall have no access to the Financial Proposals until the technical (Disposal of festival waste during Deepavali) evaluation, including its approval by competent authority is obtained

Evaluation of Disposal of festival waste during Deepavali Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client will be notified by e- Procurement services, no separate and individual communications will be made by the client.

5.5 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Demolition & Encroachment Removal Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to empanel required number of Agencies (who agreed for the common lowest rate arrived during negotiation), to reach agreement on all points and sign acontract.

6.2 Negotiations will include a discussion of the Disposal of festival waste during Deepavali Proposal, the proposed

methodology (work plan), staffing and any suggestions made by the Agency to improve the Terms of Reference. The Client and Agency will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Agency can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the tasks.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unitrates.

6.4 The negotiations will conclude with a review of the draft form of the contract. Only Agencies who agreed for the negotiated rate will be considered for empanelment.

7. Finalization of list of Empanelment

7.1 **Empanelment:** After the Negotiations, all Agencies who submit consent in written form regarding the acceptance of the negotiated rate, will be empanelled and communicated to Divisions under BBMP accordingly for further entrustment of the task.

7.2 **Task Assignment:** The Task Assignment will be done by Executive Engineers of BBMP

7.3 Client will try to assign minimum task to empanelled Agency, in the event the Agency is not able to get any work assigned, then the Agency is at liberty to opt out of the Empanelment.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the proposals or to other persons not officially concerned with the process, until the Empanelled Agencies have been notified about it.

9. ADDITIONAL INFORMATION TO THEAGENCIES

9.1 **EMD**

The Tenderer shall furnish, as part of his tender Rs. 15,000/- (Fifteen Thousands only)

9.2 **Eligibility Criteria / Mandatory qualification for the SoleAgency**

The firms having following minimum experience in last Three years i.e, 2019-2022 only will be considered for Evaluation of Technical proposal.

a) Service Provider firm should have satisfactorily completed "Disposal of festival waste during Deepavali jurisdiction of BBMP Limits " Experience Certificate from Govt organizations" Similar Nature of work .

b) Service Provider firm should have achieved in at least two financial years an average of minimum financial turnover of **Rs.6.00 Lakhs**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2022–23. In support of this, the Service Provider shall furnish the Certificate from Chartered Accountant along with the Technical Proposal.

c) Deleted

d) Certified copies of the IT Returns, Audit Report, Balance Sheet, Profit and Loss Statement, etc by a Chartered Accountant should befurnished.

e) Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished.

Equipment	**No. / Capacity**
Auto Tippers	10 Nos (Own)
Tipper lorries	4 Nos (Own)
PKs	20 Nos

9.3 **Eligibility Criteria for Partners in case of Joint Venture**

a) Joint Venture is not allowed

9.4 **Even though the Agencies meet the above qualifying Criteria, they are subject to be disqualified if they have:**

i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements ; and/or

ii. Record of poor performance such as non-performance as per the terms of reference in the previous contracts, abandoning of the Agencies services, not properly completing the contract, inordinate delays in completion,

litigation history, or financial failures, etc

iii. The client will declare a Agency ineligible for a stated period of time if the said Agency has not performed satisfactorily or has been blacklisted either in the state of Karnataka, Government of India or any other Department or Boards or Corporation or any other entity under the State of Karnataka or GOI etc.

9.5 **Security Deposit**

(a) All the empanelled Agencies shall submit Performance Security Deposit (SD) of Rs 35,000/- **(Thirty five Thousands)** before executing the agreement. The Security Deposit (SD) from the Agency shall be returned after completion of Empanelment duration of the project. One Month from the date of the satisfactory completion of the Task of Demolition and Removal of Encroachment works under the Jurisdiction of BBMP or completion of Empanelment duration of three (3) Years.

(b) If the security deposit is provided by the successful empanelled Agencies in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

(c) The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the Service Provider.

(d) Failure of the successful Tenderer to comply with the requirements of Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and suitable action as per EMD and in accordance with law.

10. Conflict of Interest

10.1.1 Conflict of Interest for a Service Provider is defined as

10.1.1.1 The Team Member of the Consultant/ Service Provider should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this contract in Karnataka.

10.1.1.2 Any Consultant / Service Provider blacklisted or debarred by the Government of India / any State Government / any Other Organizations would not be eligible for Appointment as Service Provider.

DATA SHEET

Clause Reference	Information to Service Providers
1.1	The name of the Client is: **CHIEF COMMISSIONER, BBMP, N.R.SQUARE, BANGALORE represented by THE EXECUTIVE ENGINEER, CHICKPET, BBMP, BANGALORE** Address of the client is: **EXECUTIVE ENGINEER** Chickpet, Bruhat Bengaluru Mahanagara Palike, Bengaluru The method of selection is: **Least Cost Selection (LCS)**
1.2	A Technical and a Financial Proposals are requested: **Yes** The name, objectives and description of the Assignment are: "The brief objective is the selection for Empanelment of Agencies for the Task of Disposal of festival waste during Deepavali Festival 2023, in Ward No 119".
1.3	A pre-proposal conference will be held: Yes
1.4	The Client will provide the following inputs: As detailed in Terms of Reference(TOR).
1.5	The Client envisages the need for continuity for downstream work: **No**
1.6	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested upto last day of the submission of queries date. The address for requesting clarifications is: **EXECUTIVE ENGINEER** Chickpet division, Bruhat Bengaluru Mahanagara Palike, Bengaluru
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Shortlisted Empanelled Agency may associate with other shortlisted Empanelled Agency : No (ii) The estimated number of key professional staff months

required for the assignment is: **As per TERMS OF REFERENCE (TOR).**

(iii) The minimum required experience of proposed key professional

staff is: **As per TERMS OF REFERENCE (TOR)**

(vi) Reports which are part of the assignment must be written in the following language: English

3.4 Training is an important feature in this Assignment : No

Additional information in the technical proposal includes. Nil

3.10 Proposals must remain valid for **180** days from the last date of submission

4.3 Service Providers must submit the proposal through E-procurement website

4.4 The proposal submission address is:
https://eproc.karnataka.gov.in/eportal/index.seam

4.5 Proposals must be submitted within the date and time stipulated in https://eproc.karnataka.gov.in/eportal/index.seam

5.1 The address to send information to the Client is:

EXECUTIVE ENGINEER

Chickpet division, Bruhat Bengaluru Mahanagara Palike, Bengaluru

5.3 The number of points to be given under each of the evaluation criteria are:

Sl. No.	Particulars	**Points**
(i)	Specific experience of the Agency related to the Work	30
(ii)	Financial Turnover	20
(iii)	Qualifications and competence of the key Equipements	30
(iv)	GST, ESI & PF	20
	Total	**100**
	The minimum technical score required to pass is :	**75 Points**

6.1 The address for Correspondence is:

EXECUTIVE ENGINEER, Chickpet division, Bruhat Bengaluru Mahanagara Palike, Bengaluru

7.2 The Assignment is expected to commence within 15 Days from the date of receipt of the Letter of Acceptance after entering in to the agreement.

SCHEDULE -5: Details of Turnover for the last five financial years of the Agency (Documentary proof certified by Chartered Accountant to beenclosed)

Annual Turnover Details		
Sl. No.	**Financial year**	**Annual Turnover Rs. in Lakhs**
1	2018-2019	
2	2019-2020	
3	2020-2021	
4	2021-2022	
5	2022-2023	

Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)	TO: (Name and Address of Client)
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: "Empanelment of Agencies for the Task of Disposal of festival waste during Deepavali Festival in BBMP Jurisdiction Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*]. Inclusive of all taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

SL NO	Description of Activities / Machinery/Men/other allied items	Unit	Qty	Rate
1	Providing Temporary Pourakarmikas	No	175	
2	Providing Coconut Brooms stick	Kg	100	
3	Providing Hand Gloves	Pair	175	
4	Providing Auto Tippers	No	80	
5	Providing Tipper loories	No	16	
6	Providing Hydralic Excavator	No	5	
7	Providing Bleaching Powder for Cleaning & Disinfection	Kg	220	

The payment to the Agency for the above tasks shall be made after approval of the competent authority. The empanelled agency should ensure the approval of competent authority before taking up the work. Also idle or standby equipment and labor costs during the "NO work" period shall not be paid and calmed by the empanelled agency. There is no provision for Mobilization Advance.

Meetings:

The Authority may review with the Agency, any or all of the works executed in connection with the demolition/encroachment clearances and advice the Agency accordingly.

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I. FORM OF CONTRACT

II.GENERAL CONDITIONS OF CONTRACT

1. General Provisions
2. Commencement, Completion, Modification, and Termination of Contract
3. Obligations of the Service Providers
4. Service Providers 'Personnel and Sub-Service Providers
5. Obligations of the Client
6. Payments to the Service Providers
7. Settlement of Disputes

III. SPECIAL CONDITIONS OF CONTRACT

IV.APPENDICES.

Appendix A — Description of the Services
Appendix B — Reporting Requirements
Appendix C — Key Personnel and Sub-Service Providers
Appendix D — Services and Facilities to be provided by the Client
Appendix E — Breakdown of Contract price in Indian Rupees
Appendix F — Form of Bank Guarantee for Advance Payments

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 201___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Service Providers").

[*Note: If the Service Providers consist of more than one entity, the above should be partially amended to read as follows:

"……(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Service Providers' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Service Providers.")"]

WHEREAS

(a) the Client has requested the Service Providers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Providers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____

Appendix B: Reporting Requirements _____

Appendix C: Key Personnel and Sub-Service Providers ----------
Appendix D: Services and Facilities to be provided by the Client
_____
Appendix E: Breakdown of Contract Price _____
Appendix F: Form of Guarantee for Advance Payments _____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Service Providers shall be as set forth in the Contract, in particular:

(a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Service Providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF SERVICE PROVIDER]

By
(Authorized Representative)

[**Note**: If the Service Providers consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE SERVICE PROVIDERS

[Name of Member]

By
(Authorized Representative)

[Name of Member]
By
(Authorized Representative)

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-Service Providers

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Service Providers by the Client.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Security deposit

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") and the Client having agreed to make an advance payment to the Service Provider for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Service Provider.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Service Provider to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way

the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Service Provider. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

1.

(signature)

(Empanelled Name)
(Official Address)

2.

(signature)

(Name)
Designation (with Bank stamp)

Attorney as per Power of Attorney No._____Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India